

Brian R. Booker (SBN: 015637)
 Annelise M. Dominguez (SBN: 033299)
GORDON REES SCULLY MANSUKHANI, LLP
 111 W. Monroe Street, Suite 1600
 Phoenix, AZ 85003
 Telephone: (602) 794-2490
 Facsimile: (602) 265-4716
bbooker@grsm.com

*Attorneys for Defendant
 Collection Bureau of America, Ltd.*

**IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF ARIZONA**

Danielle Jordan)	CASE NO. 2:17-cv-01662-DLR
)	
Plaintiff,)	
)	DEFENDANT COLLECTION BUREAU
vs.)	OF AMERICA LTD.'S MOTION FOR
)	SUMMARY JUDGMENT
Collection Bureau of America, Ltd.,)	
)	
Defendant.)	

Defendant Collection Bureau of America, Ltd. ("CBA") hereby moves for summary judgment on Plaintiff Danielle Jordan's ("Jordan") Fair Debt Collection Practices Act claim pursuant to Fed. R. Civ. P. 56.

CBA supports this Motion with the following Memorandum of Points and Authorities, the Statement of Facts filed contemporaneously herewith, the exhibits filed herewith, and all matters of record, which are incorporated herein by reference.

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

CBA was attempting to collect a consumer debt from Jordan on behalf of the original creditor, DS Services of America, Inc. (SOF at ¶ 1). On April 18, 2017, as part of its collection efforts, CBA sent Jordan a First Notice letter. (SOF at ¶ 2). The letter contained the disclosures required under the Fair Debt Collection Practices Act ("FDCPA"). (SOF at ¶ 2).

1 On April 26, 2017, Jordan contacted CBA to dispute the alleged debt. (SOF at ¶
 2 3). In response, CBA sent Jordan an itemization for services rendered that same day.
 3 (SOF at ¶ 4). The letter did not include the disclosures required under the FDCPA. (SOF
 4 at ¶ 4).

5 On May 15, 2017, Credit Repair Lawyers of America responded to CBA on
 6 Jordan's behalf, disputing the debt. (SOF at ¶ 5). On May 19, 2017, CBA sent Jordan,
 7 through counsel, a Letter of Itemization. (SOF at ¶ 6). The letter contained the disclosures
 8 required under the FDCPA. (SOF at ¶ 6).

9 Notwithstanding the fact that CBA fulfilled its obligations under the FDCPA,
 10 Jordan filed suit, alleging that CBA violated the FDCPA by failing to send Jordan written
 11 correspondence containing the disclosures required under the FDCPA. (SOF at ¶ 7). For
 12 the reasons discussed below, Jordan's claim is factually and legally unsupported, and
 13 CBA is entitled to summary judgment.

14 **II. LEGAL ARGUMENT**

15 **A. Standard for Summary Judgment**

16 A court "shall grant summary judgment if the movant shows that there is no
 17 genuine dispute as to any material fact and the movant is entitled to judgment as a matter
 18 of law." Fed. R. Civ. P. 56(c). "Where the record taken as a whole could not lead a
 19 rational trier of fact to find for the non-moving party, there is no 'genuine issue for trial.'" *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986).
 20

21 **B. CBA Fulfilled Its Obligations Under the Fair Debt Collection Practices** 22 **Act**

23 The purpose of the FDCPA is to eliminate abusive debt collection practices and to
 24 protect consumers against debt collection abuses. 15 U.S.C. § 1692(e). Accordingly, the
 25 FDCPA requires a debt collector to send written notice containing:

26 (3) a statement that unless the consumer, within thirty days
 27 after receipt of the notice, disputes the validity of the debt, or
 28 any portion thereof, the debt will be assumed to be valid by
 the debt collector;

1
2 (4) a statement that if the consumer notifies the debt collector
3 in writing within the thirty-day period that the debt, or any
4 portion thereof, is disputed, the debt collector will obtain
5 verification of the debt or a copy of a judgment against the
6 consumer and a copy of such verification or judgment will be
7 mailed to the consumer by the debt collector; and

8 (5) a statement that, upon the consumer's written request
9 within the thirty-day period, the debt collector will provide
10 the consumer with the name and address of the original
11 creditor, if different from the current creditor.

12 15 U.S.C. § 1692g(3)-(5).

13 Jordan argues that CBA violated the FDCPA because its email correspondence on
14 April 26, 2017 did not include the above required disclosures. (SOF at ¶ 7). But the
15 FDCPA specifies that a debt collector's obligations are fulfilled if the required
16 disclosures are contained in the initial communication to the consumer. 15 U.S.C. §
17 1692g(a). CBA initially contacted Jordan eight days earlier, on April 18, 2017, when it
18 sent her a First Notice letter. (SOF at ¶ 2). The First Notice letter was the initial
19 communication to Jordan, and it included the required language under the FDCPA. (SOF
20 at ¶ 2). The August 26, 2017 letter was CBA's second communication to Jordan. (SOF at
21 ¶¶ 3-4). CBA only sent Jordan the itemization for services at Jordan's request. Moreover,
22 on May 19, 2017, CBA sent Jordan another letter, containing the disclosures required
23 under the FDCPA. (SOF at ¶ 6). CBA fulfilled its disclosure obligations under the
24 FDCPA, so CBA is entitled to summary judgment.

25 Nevertheless, Jordan argues that CBA violated the FDCPA because the August 26
26 letter was the only letter that she *received* from CBA, and it did not contain the required
27 disclosures. (SOF at ¶ 7). The FDCPA does not support Jordan's claim. The FDCPA
28 merely requires a debt collector to "*send the consumer* a written notice" containing the
required information. 15 U.S.C. § 1692g(a) (emphasis added). The FDCPA does not
specify a method of delivery or require that the written notice be received by the
consumer. Moreover, CBA has produced documents showing that Jordan was sent

1 correspondence containing the required disclosures. (SOF at ¶¶ 2, 4, and 6). Jordan has
2 not and cannot produce evidence to dispute these facts. Accordingly, Jordan's claim fails
3 as a matter of law and CBA is entitled to summary judgment.

4 **III. CONCLUSION**

5 For the reasons stated above, Plaintiff Danielle Jordan's claim fails as a matter of
6 law and Collection Bureau of America, Ltd. respectfully requests judgment in its favor.

7 Dated this 29th day of March, 2018.

8 GORDON REES SCULLY
9 MANSUKHANI, LLP

10
11 By: /s/ Annelise M. Dominguez
12 Brian R. Booker
13 Annelise M. Dominguez

14 *Attorneys for Defendant*
15 *Collection Bureau of America, Ltd.*
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2018, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Of Counsel to
Credit Repair Lawyers of America
22142 West Nine Mile Road
Southfield, MI 48033

Attorneys for Plaintiff Danielle Jordan

/s/ Angelina Chavez